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Counsel for Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

SUNEDISON, INC., *et al.*,

Debtors.¹

:
: **Chapter 11**
:
: **Case No. 16-10992 (SMB)**
:
: **(Jointly Administered)**
:
:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's tax identification number are as follows: SunEdison, Inc. (5767); SunEdison DG, LLC (N/A); SUNE Wind Holdings, Inc. (2144); SUNE Hawaii Solar Holdings, LLC (0994); First Wind Solar Portfolio, LLC (5014); First Wind California Holdings, LLC (7697); SunEdison Holdings Corporation (8669); SunEdison Utility Holdings, Inc. (6443); SunEdison International, Inc. (4551); SUNE ML 1, LLC (3132); MEMC Pasadena, Inc. (5238); Solaicx (1969); SunEdison Contracting, LLC (3819); NVT, LLC (5370); NVT Licenses, LLC (5445); Team-Solar, Inc. (7782); SunEdison Canada, LLC (6287); Enflex Corporation (5515); Fotowatio Renewable Ventures, Inc. (1788); Silver Ridge Power Holdings, LLC (5886); SunEdison International, LLC (1567); Sun Edison LLC (1450); SunEdison Products Singapore Pte. Ltd. (7373); SunEdison Residential Services, LLC (5787); PVT Solar, Inc. (3308); SEV Merger Sub Inc. (N/A); Sunflower Renewable Holdings 1, LLC (6273); Blue Sky West Capital, LLC (7962); First Wind Oakfield Portfolio, LLC (3711); First Wind Panhandle Holdings III, LLC (4238); DSP Renewables, LLC (5513); Hancock Renewables Holdings, LLC (N/A); EverStream HoldCo Fund I, LLC (9564); Buckthorn Renewables Holdings, LLC (7616); Greenmountain Wind Holdings, LLC (N/A); Rattlesnake Flat Holdings, LLC (N/A); Somerset Wind Holdings, LLC (N/A); SunE Waiawa Holdings, LLC (9757); SunE MN Development, LLC (8669); SunE MN Development Holdings, LLC (5388); and SunE Minnesota Holdings, LLC (8926). The address of the Debtors' corporate headquarters is 13736 Riverport Dr., Maryland Heights, Missouri 63043.

**NOTICE OF PROPOSED ASSUMPTION, ASSIGNMENT, AND CURE AMOUNT
WITH RESPECT TO EXECUTORY CONTRACTS RELATED TO THE SALE OF
INTERESTS IN CERTAIN DISTRIBUTED GENERATION PROJECTS**

PLEASE TAKE NOTICE that, on May 13, 2016, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered the order [Docket No. 280] (the “Order”) granting the motion (the “Motion”)² of the Debtors for an order, pursuant to Bankruptcy Code sections 105, 365, and 554, Bankruptcy Rules 6006 and 9014, and Local Bankruptcy Rule 6006-1, authorizing and approving, among other things, procedures for the Debtors to assume or to assume and assign executory contracts and unexpired leases (each a “Contract”).

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order and by this written notice (this “Assumption Notice”), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on Schedule 1 attached hereto is hereby assumed or assumed and assigned effective as of the date (the “Assumption Date”) set forth in Schedule 1, or such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree.

PLEASE TAKE FURTHER NOTICE that, the Assignee, has the financial wherewithal to meet all future obligations under the Contract, which may be evidenced upon written request by the counterparty to the Contract, thereby demonstrating that the Assignee has the ability to comply with the requirements of adequate assurance of future performance.³

PLEASE TAKE FURTHER NOTICE that, the Debtors’ records reflect the amounts owing, if any, for prepetition arrearages as set forth in Schedule 1 (the “Cure Amount”).

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

³ The Debtors shall serve a counterparty to a Contract to be assumed under the Contract Procedures with evidence of adequate assurance upon such counterparty’s written request to the Debtors’ counsel.

PLEASE TAKE FURTHER NOTICE that, parties seeking to object to the Debtors' assumption or assumption and assignment of any Contract listed in Schedule 1 must file and serve a written objection, so that such objection is filed with the Court and is *actually received* no later than fourteen (14) calendar days after the date that the Debtors served this Assumption Notice, upon the following parties: (i) the Debtors, 13736 Riverport Dr., Maryland Heights, Missouri 63043, Attn: Martin Truong and David Ringhofer; (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, NY 10036, Attn: Jay M. Goffman and J. Eric Ivester, jay.goffman@skadden.com and eric.ivester@skadden.com; (iii) the Office of the United States Trustee, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, NY 10014, Attn: Paul Schwartzberg, paul.schwartzberg@usdoj.gov; (iv) counsel to the administrative agent under the Debtors' prepetition first lien credit agreement, Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, IL 60611, Attn: Richard Levy and Brad Kotler, richard.levy@lw.com and brad.kotler@lw.com; (v) counsel to the Tranche B Lenders (as defined in the DIP Credit Agreement) and the steering committee of the second lien creditors (the "Steering Committee"), Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036, Attn: Arik Preis and Naomi Moss, apreis@akingump.com and nmoss@akingump.com; (vi) counsel to the administrative agent under the Debtors' prepetition second lien credit agreement, Pillsbury Winthrop Shaw Pittman LLP, 1540 Broadway, New York, NY 10036-4039, Attn: Daniel S. Brown, daniel.brown@pillsburylaw.com; (vii) counsel to the collateral trustee under the Debtors' prepetition second lien credit agreement, Shipman & Goodwin LLP, One Constitution Plaza, Hartford, CT 06103-1919, Attn: Marie C. Pollio, mpollio@goodwin.com; (viii) counsel to the indenture trustee under each of the Debtors' outstanding bond issuances, Shipman & Goodwin

LLP, One Constitution Plaza, Hartford, CT 06103-1919, Attn: Marie C. Pollio, mpollio@goodwin.com; (ix) counsel to the administrative agent under the postpetition debtor-in-possession financing facility, White & Case LLP, 1155 Avenue of the Americas, New York, NY 10036-2787, Attn: Scott Greissman and Elizabeth Feld, sgreissman@whitecase.com and efeld@whitecase.com; (x) counsel to the Official Committee of Unsecured Creditors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153, Attn: Matthew Barr and Joseph Smolinsky, suneweilbfr@weil.com; (xi) counsel to TerraForm Power, Inc. and TerraForm Global, Inc., Sullivan & Cromwell LLP, 125 Broad Street, New York, NY 10004, Attn: Michael H. Torkin and Andrew G. Dietderich, torkinm@sullcrom.com and dietdericha@sullcrom.com; (xii) counsel to NRG Renew LLC, Baker Botts LLP, 2001 Ross Avenue, Dallas, TX 75201, Attn: C. Luckey McDowell and Ian E. Roberts, luckey.mcdowell@bakerbotts.com and ian.roberts@bakerbotts.com; and (xiii) to the extent not listed herein, any such other party entitled to notice pursuant to Local Bankruptcy Rule 9013-1(b).

PLEASE TAKE FURTHER NOTICE that, absent an objection being timely filed, the assumption and/or assignment of any Contract listed on Schedule 1 shall become effective on the Assumption Date set forth in Schedule 1 without further notice, hearing or order of this Court, and the Cure Amount with respect to any Contract as listed on Schedule 1 shall be binding upon the non-debtor counterparty to the Contract for all purposes in the Debtors' Chapter 11 Cases, unless (i) the Debtors withdraw such Assumption Notice on or prior to the Assumption Date or (ii) the Debtors and the pertinent counterparty or counterparties agree, prior

to the Assumption Date, upon another such date.⁴ Please take further notice that the assumption of any Contract set forth on Schedule 1 pursuant to the terms of the Order and this Assumption Notice: (i) shall include without limitation any exhibit, annex, schedule, amendment or restatement of such Contract, and any warranty obligation (unless the Debtors, counterparty, and assignee expressly agree otherwise) of a counterparty arising in such Contract or any such exhibit, annex, schedule, amendment or restatement; and (ii) shall **not** include any work orders or changes orders relating to such Contract (including any master agreement) unless such change order or work order is separately set forth on Schedule 1 (unless the Debtors, counterparty, and assignee expressly agree otherwise).

PLEASE TAKE FURTHER NOTICE that, if a timely objection to the assumption of any Contract listed on Schedule 1 is timely filed and not withdrawn or resolved, the Debtors shall file a notice of hearing to consider the unresolved objection. If such objection is overruled or withdrawn, such Contract(s) shall be assumed as of the Assumption Date set forth in Schedule 1 or such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree.

⁴ An objection to the assumption of any particular Contract listed in Schedule 1 to this Assumption Notice shall not constitute an objection to the assumption of any other Contract listed in Schedule 1. Any objection to the assumption of any particular Contract must state with specificity the Contract(s) to which it is directed. For each particular Contract whose assumption is not timely or properly objected to, such assumption will be effective in accordance with this Assumption Notice and the Order.

Dated: New York, New York
August 25, 2016

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

By: /s/ Shana A. Elberg

Jay M. Goffman

J. Eric Ivester

Shana A. Elberg

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Counsel for Debtors and Debtors in Possession

SCHEDULE 1

Assumed Contracts

| Counterparty | Counterparty Address | Description of Contract | Cure Amount¹ | Assumption Date | Assignee |
|-------------------------------|--|--|--------------------------------|---|-----------------|
| Pro-Tech Energy Solutions LLC | 215 Executive Drive, Moorestown, NJ 08057 | Engineering, Procurement and Construction Agreement, RGS - City of Meriden - Washington Middle School – CT project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Pro-Tech Energy Solutions LLC | 215 Executive Drive, Moorestown, NJ 08057 | Engineering, Procurement and Construction Agreement, RGS - City of Meriden - Lincoln Middle School – CT project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Pro-Tech Energy Solutions LLC | 215 Executive Drive, Moorestown, NJ 08057 | Engineering, Procurement and Construction Agreement, ISM - Dighton - MA (Ground) project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |

¹ Cure amounts are subject to negotiation between the Debtors and applicable contract counterparties.

| Counterparty | Counterparty Address | Description of Contract | Cure Amount¹ | Assumption Date | Assignee |
|-------------------------------|--|---|--------------------------------|---|-----------------|
| Pro-Tech Energy Solutions LLC | 215 Executive Drive, Moorestown, NJ 08057 | Engineering, Procurement and Construction Agreement Special Conditions, ISM - Dighton - MA (Ground) project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Pro-Tech Energy Solutions LLC | 215 Executive Drive, Moorestown, NJ 08057 | Engineering, Procurement and Construction Agreement, Town of Webster - Cudworth Road Landfill (SREC II) project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Pro-Tech Energy Solutions LLC | 215 Executive Drive, Moorestown, NJ 08057 | Construction and Development Agreement, Town of Webster - Cudworth Road Landfill (SREC II) project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Pro-Tech Energy Solutions LLC | 215 Executive Drive, Moorestown, NJ 08057 | General Terms and Conditions of Construction Agreement, Tufts University - Grafton Campus Science Park site (SREC II) project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |

| Counterparty | Counterparty Address | Description of Contract | Cure Amount¹ | Assumption Date | Assignee |
|-------------------------------|--|--|--------------------------------|--|-----------------|
| Pro-Tech Energy Solutions LLC | 215 Executive Drive, Moorestown, NJ 08057 | Engineering, Procurement and Construction Agreement, Tufts University - Grafton Campus Science Park site (SREC II) project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Pro-Tech Energy Solutions LLC | 215 Executive Drive, Moorestown, NJ 08057 | Change Order #1, Tufts University - Grafton Campus Science Park site (SREC II) project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Pro-Tech Energy Solutions LLC | 215 Executive Drive, Moorestown, NJ 08057 | Change Order #2, Tufts University - Grafton Campus Science Park site (SREC II) project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Pro-Tech Energy Solutions LLC | 215 Executive Drive, Moorestown, NJ 08057 | Change Order #3, Tufts University - Grafton Campus Science Park site (SREC II) project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |

| Counterparty | Counterparty Address | Description of Contract | Cure Amount¹ | Assumption Date | Assignee |
|-------------------------------|--|---|--------------------------------|---|-----------------|
| Pro-Tech Energy Solutions LLC | 215 Executive Drive, Moorestown, NJ 08057 | Change Order #5, Tufts University - Grafton Campus Science Park site (SREC II) project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Pro-Tech Energy Solutions LLC | 215 Executive Drive, Moorestown, NJ 08057 | General Terms and Conditions of Construction Agreement, Tufts University Grafton Campus Knoll Site (SREC II) | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Pro-Tech Energy Solutions LLC | 215 Executive Drive, Moorestown, NJ 08057 | Engineering, Procurement and Construction Agreement, Tufts University - Grafton Campus Knoll Site (SREC II) project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Pro-Tech Energy Solutions LLC | 215 Executive Drive, Moorestown, NJ 08057 | Change Order #3, Tufts University - Grafton Campus Knoll Site (SREC II) project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |

| Counterparty | Counterparty Address | Description of Contract | Cure Amount¹ | Assumption Date | Assignee |
|-------------------------------|--|---|--------------------------------|---|-----------------|
| Pro-Tech Energy Solutions LLC | 215 Executive Drive, Moorestown, NJ 08057 | Change Order #4, Tufts University - Grafton Campus Knoll Site (SREC II) project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Pro-Tech Energy Solutions LLC | 215 Executive Drive, Moorestown, NJ 08057 | Change Order #5, Tufts University - Grafton Campus Knoll Site (SREC II) project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Pro-Tech Energy Solutions LLC | 215 Executive Drive, Moorestown, NJ 08057 | Change Order #6, Tufts University - Grafton Campus Knoll Site (SREC II) project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Pro-Tech Energy Solutions LLC | 215 Executive Drive, Moorestown, NJ 08057 | Change Order #7, Tufts University - Grafton Campus Knoll Site (SREC II) project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |

| Counterparty | Counterparty Address | Description of Contract | Cure Amount¹ | Assumption Date | Assignee |
|-------------------------------|--|---|--------------------------------|---|-----------------|
| Pro-Tech Energy Solutions LLC | 215 Executive Drive, Moorestown, NJ 08057 | Change Order #8, Tufts University - Grafton Campus Knoll Site (SREC II) project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Pro-Tech Energy Solutions LLC | 215 Executive Drive, Moorestown, NJ 08057 | Change Order #9, Tufts University - Grafton Campus Knoll Site (SREC II) project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Pro-Tech Energy Solutions LLC | 215 Executive Drive, Moorestown, NJ 08057 | Construction and Development Agreement, RGS - City of Meriden - Washington Middle School - CT project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Pro-Tech Energy Solutions LLC | 215 Executive Drive, Moorestown, NJ 08057 | Construction and Development Agreement, RGS - City of Meriden - Lincoln Middle School - CT project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |

| Counterparty | Counterparty Address | Description of Contract | Cure Amount¹ | Assumption Date | Assignee |
|------------------------|---|--|--------------------------------|--|-----------------|
| Vaughn Industries, LLC | 1201 E. Findlay St., Carey, OH 43316 | Engineering, Procurement and Construction Agreement, Goldfinch (Airport Phase III) project | \$1,276,924.79 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| American Paving Co. | 315 North Thorne Avenue, Fresno, CA 93706 | Engineering, Procurement and Construction Agreement, Central Unified School District - CA - Central West High School - Group 1 project | \$7,132.00 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| American Paving Co. | 315 North Thorne Avenue, Fresno, CA 93706 | Project Work Order #1 Client - Contractor, Central Unified School District - CA - Central West High School - Group 1 project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| American Paving Co. | 315 North Thorne Avenue, Fresno, CA 93706 | Contract Change Order No. 1., Central Unified School District - CA - Central West High School - Group 1 project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |

| Counterparty | Counterparty Address | Description of Contract | Cure Amount¹ | Assumption Date | Assignee |
|--------------------------------------|---|---|--------------------------------|---|-----------------|
| Bockmon and Woody Electric Co., Inc. | 1528 El Pinal Drive, Stockton, CA 95205 | Engineering, Procurement and Construction Agreement, Central Unified School District - CA - Central West High School - Group 1 project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Bockmon and Woody Electric Co., Inc. | 1528 El Pinal Drive, Stockton, CA 95205 | Project Work Order #1 Client - Contractor, Central Unified School District - CA - Central West High School - Group 1 project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Bockmon and Woody Electric Co., Inc. | 1528 El Pinal Drive, Stockton, CA 95205 | Contract Change Order No. 1, Central Unified School District - CA - Central West High School - Group 1 project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Bockmon and Woody Electric Co., Inc. | 1528 El Pinal Drive, Stockton, CA 95205 | Engineering, Procurement and Construction Agreement, Central Unified School District - CA - Grantland/Ashlan Education Center Group 1 project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |

| Counterparty | Counterparty Address | Description of Contract | Cure Amount¹ | Assumption Date | Assignee |
|--------------------------------------|---|--|--------------------------------|---|-----------------|
| Bockmon and Woody Electric Co., Inc. | 1528 El Pinal Drive, Stockton, CA 95205 | Project Work Order #4 Client - Contractor, Central Unified School District - CA - Grantland/Ashlan Education Center Group 1 project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| American Paving Co. | 315 North Thorne Avenue, Fresno, CA 93706 | Engineering, Procurement and Construction Agreement, Central Unified School District - CA - Central East High School - Group 1 project | \$53,848.80 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| American Paving Co. | 315 North Thorne Avenue, Fresno, CA 93706 | Project Work Order #3 Client - Contractor, Central Unified School District - CA - Central East High School - Group 1 project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Bockman and Woody Electric Co., Inc. | 1528 El Pinal Drive, Stockton, CA 95205 | Engineering, Procurement and Construction Agreement, Central Unified School District - CA - Central East High School - Group 1 project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |

| Counterparty | Counterparty Address | Description of Contract | Cure Amount¹ | Assumption Date | Assignee |
|--------------------------------------|---|---|--------------------------------|---|-----------------|
| Bockman and Woody Electric Co., Inc. | 1528 El Pinal Drive, Stockton, CA 95205 | Project Work Order #3 Client - Contractor, Central Unified School District - CA - Central East High School - Group 1 project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Bockman and Woody Electric Co., Inc. | 1528 El Pinal Drive, Stockton, CA 95205 | Contract Change Order: 1, Central Unified School District - CA - Central East High School - Group 1 project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Bockman and Woody Electric Co., Inc. | 1528 El Pinal Drive, Stockton, CA 95205 | Engineering, Procurement and Construction Agreement, CA - San Joaquin - Corp Yard project | \$50,360.94 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Bockman and Woody Electric Co., Inc. | 1528 El Pinal Drive, Stockton, CA 95205 | Project Work Order #5 Client Contractor, CA - San Joaquin - Corp Yard project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |

| Counterparty | Counterparty Address | Description of Contract | Cure Amount¹ | Assumption Date | Assignee |
|----------------------|---|--|--------------------------------|---|-----------------|
| A-C Electric Company | 315 30th Street, Bakersfield, CA 93301 | Engineering, Procurement and Construction Agreement, Rosedale USD - Patriot ES – CA project | \$7,978.45 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| A-C Electric Company | 315 30th Street, Bakersfield, CA 93301 | Project Work Order #1 Client-Contractor, Rosedale USD - Patriot ES - CA | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| A-C Electric Company | 315 30th Street, Bakersfield, CA 93301 | Engineering, Procurement and Construction Agreement, Rosedale USD - Rosedale MS – CA project | \$7,978.45 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| A-C Electric Company | 315 30th Street, Bakersfield, CA 93301 | Project Work Order #1, Rosedale USD - Rosedale MS – CA project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |

| Counterparty | Counterparty Address | Description of Contract | Cure Amount ¹ | Assumption Date | Assignee |
|-----------------------------|--|---|--------------------------|---|---------------|
| Borrego Solar Systems, Inc. | 5005 Texas Street, Suite 400, San Diego, CA 92108 360 22nd Street, Suite 600, Oakland, CA 94612 | Engineering, Procurement and Construction Agreement, Borrego Solar - City of Lathrop - Christopher Way WTP (Retention Pond) project and Louise Ave WWTP project | \$1,478,152 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Borrego Solar Systems, Inc. | 5005 Texas Street, Suite 400, San Diego, CA 92108 360 22nd Street, Suite 600, Oakland, CA 94612 | Special Terms and Conditions, Borrego Solar - City of Lathrop - Christopher Way WTP (Retention Pond) project and Louise Ave WWTP project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Conti Corporation | 14 Morgan, Irvine, CA 92618 | General Terms and Conditions of Construction Agreement, Imperial County – Building 10 project | \$175,226 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Conti Corporation | 14 Morgan, Irvine, CA 92618 | General Terms and Conditions of Construction Agreement, Imperial County – Admin Center project | \$175,226 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |

| Counterparty | Counterparty Address | Description of Contract | Cure Amount¹ | Assumption Date | Assignee |
|------------------------------|--|--|--------------------------------|---|-----------------|
| Del Monte Electric Co., Inc. | 6998 Sierra Court, Dublin, CA 94568 | Standard Contractor Agreement Client - Contractor Agreement, Contra Costa CSOF project | \$124,120.5 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Del Monte Electric Co., Inc. | 6998 Sierra Court, Dublin, CA 94568 | Standard Contractor Agreement Client - Contractor Agreement, Contra Costa HWCF project | \$124,120.5 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |
| Marathon Solar LLC | 487 Adams Street, Milton, MA 02186 | Membership Interest Purchase and Development Agreement, Sage Stone project | \$0 | The date on which the applicable project sale closes under the Purchase and Sale Agreement, dated August 8, 2016, by and among SunE Solar Key Holdings, LLC, SunE Solar Construction Holdings, LLC, and NRG Renew LLC | NRG Renew LLC |